

Exhibit D - DRAFT Sample Contract

	PERSONAL SERVICE CONTRACT Strategic Planning Consulting Services	DSHS Contract Number: Resulting From Procurement Number:
This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is governed by chapter 39.29 RCW.		Program Contract Number: Contractor Contract Number:
CONTRACTOR NAME		CONTRACTOR doing business as (DBA)
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) DSHS INDEX NUMBER
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX CONTRACTOR E-MAIL ADDRESS
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBERS
CONTRACT START DATE	CONTRACT END DATE	CONTRACT MAXIMUM AMOUNT
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input type="checkbox"/> Exhibits (specify): Exhibit A, Statement of Work		
This Contract contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant they have read and understand this Contract, and have authority to enter into this Contract.		
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DRAFT Sample Contract		
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DRAFT Sample Contract		

Exhibit D - DRAFT Sample Contract

1. Definitions.

The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. "Central Contract Services" means the DSHS Office of Administrative Resources, Central Contract Services, or successor section or office.
- b. "Contract" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, and materials incorporated by reference.
- c. "Contracting Officer" means the Contracts Administrator, or successor, of DSHS Central Contract Services or successor section or office.
- d. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
- e. "DSHS" or "the department" or "the Department" means the State of Washington Department of Social and Health Services and its employees and authorized agents.
- f. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- g. "NAVAA" means the National Association of VOCA Assistance Administrators.
- h. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute.
- i. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- j. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- k. "VOCA" means the National Victims of Crime Act.
- l. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation.

2. Statement of Work.

The Contractor shall provide services according to Exhibit A, Statement of Work (SOW), attached hereto and incorporated herein by this reference.

3. Consideration.

- a. Total consideration payable to Contractor for satisfactory performance of the work under this Contract is the Contract Maximum Amount of \$_____, including any and all expenses, and shall be based on the following:
 - (1) Actual expenses on a monthly or quarterly bases, but dependent upon DSHS's receipt and acceptance of all oral and written reports submitted completely and on time, and that the project is proceeding in accordance with the project timeline and plan.
 - (2) Deliverable expenses and costs to be determined.

4. Billing and Payment.

- a. The Contractor shall submit invoices using State Form A-19 Invoice Voucher. Consideration for services rendered shall be payable upon receipt and acceptance of properly completed invoices, which shall be submitted to the Children's Administration Program Manager, not more often than monthly. The invoices shall describe and document to DSHS's satisfaction a description of the work performed, activities accomplished, the progress of the project, and costs.
- b. Payment shall be considered timely if made by DSHS within 30 days after receipt and acceptance by DSHS of the properly completed invoices. Payment shall be sent to the address designated by the Contractor. DSHS may, as its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.
- c. The Contractor ensures that work to be performed does not duplicate work to be charged to the State of Washington under any other contract or agreement.

5. Advance Payment and Billing Limitations.

- a. DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
- b. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract. If this Contract is terminated for any reason, DSHS shall pay only for services authorized and provided through the date of termination.
- c. Unless otherwise specified in this Contract, DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- d. The Contractor shall not bill DSHS for services performed under this Contract, and DSHS shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement for the same services.

- 6. Assignment.** The Contractor may not assign this Contract, or any rights or obligations contained in this Contract, to a third party.

- 7. Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

- 8. Confidentiality.** The Contractor may use Personal Information and other information gained by reason

of this Contract only for the purpose of this Contract. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, with the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all Personal Information and other information gained by reason of this Contract, and shall return or certify destruction of such information if requested in writing by DSHS.

9. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is in compliance with Chapter 42.52 RCW, Ethics in Public Service, and shall comply with Chapter 42.52 RCW throughout the term of this Contract.
10. **Contractor Not an Employee of DSHS.** For purposes of this Contract, the Contractor acknowledges that the Contractor is an independent contractor and not an officer, employee, or agent of DSHS or the State of Washington. The Contractor shall not hold the Contractor or any of the Contractor's employees out as, nor claim status as, an officer, employee, or agent of DSHS or the State of Washington. The Contractor shall not claim for the Contractor or the Contractor's employees any rights, privileges, or benefits which would accrue to an employee of the State of Washington. The Contractor shall indemnify and hold DSHS harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees, unless otherwise specified in this Contract.
11. **Debarment Certification.** The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by DSHS, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.
12. **Disputes.** Either party who has a dispute concerning this Contract may request an adjudicative proceeding. The amount of any rate set by law, regulation, or DSHS policy is not disputable. A request for an adjudicative proceeding must:
 - a. be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501 no later than twenty-eight (28) calendar days after Contract expiration or termination;
 - b. be sent by certified mail (return receipt) or other manner that proves OFR received the request;
 - c. include a statement explaining the party's position; and
 - d. include a copy of this Contract.

Timely and complete requests may be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the dispute prior to the hearing.

13. **Execution, Amendment, and Waiver.** This Contract shall be binding on DSHS only upon signature by DSHS. This Contract, or any provision, may be altered, amended, or waived by a written amendment executed by both parties, except that only the Contracting Officer or the Contracting Officer's designee has authority to waive any provision of this Contract on behalf of DSHS.
14. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County, Washington.
15. **Indemnification and Hold Harmless.** The Contractor shall be responsible for and shall indemnify and

hold DSHS harmless from all liability resulting from the acts or omissions of the Contractor and any Subcontractor.

16. Inspection; Maintenance of Records.

- a. During the term of this Contract and for one (1) year following termination or expiration of this Contract, the Contractor shall give reasonable access to the Contractor, Contractor's place of business, client records, and Contractor records to DSHS and to any other employee or agent of the State of Washington or the United States of America in order to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and this Contract.
- b. During the term of this Contract and for six (6) years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to:
 - (1) Document performance of all acts required by law, regulation, or this Contract;
 - (2) Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and
 - (3) Demonstrate accounting procedures, practices, and records which sufficiently and properly document the Contractor's invoices to DSHS and all expenditures made by the Contractor to perform as required by this Contract.

17. Insurance.

The Contractor shall at all times comply with the following insurance requirements.

a. Commercial General Liability Insurance (CGL)

The Contractor shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract, including tort liability of another assumed in a business contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

b. Business Auto Policy (BAP)

The Contractor shall maintain Business Automobile Liability Insurance on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 each accident, combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation to prevent the insurer from attempting to recover loss payments from DSHS if the Contractor caused the loss.

c. Professional Liability Insurance (PL)

If the Contractor provides professional services, either directly or indirectly, the Contractor shall maintain Professional Liability Insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000.

d. Worker's Compensation

The Contractor shall comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed by the Contractor or its employees under such laws and regulations.

e. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

f. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

g. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "separation of insureds" provision.

h. Insurers

The Contractor shall obtain insurance from insurance companies authorized to do business within the State of Washington, with a "Best's Reports" rating of A-, Class VII or better. Any exception must be approved by the DSHS Insurance Services, Central Contract Services. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a rating lower than A-, Class VII.

i. Evidence of Coverage

The Contractor shall submit Certificates of Insurance to DSHS for each coverage required of the Contractor under the Contract. The Contractor shall submit the Certificates of Coverage to the DSHS Insurance Services, Central Contract Services, Post Office Box 45811 Olympia, Washington 98504-5811. Each Certificate of Insurance shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract. The Certificate of Insurance for each required policy shall reference the DSHS Contract Number for the Contract. The Contractor is not required to submit to DSHS copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the contract.

The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor has and maintains insurance as required by the Contract.

j. Material Changes

The insurer shall give DSHS Insurance Services, Central Contracts Services, 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance notice of cancellation.

k. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and

shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State. The Contractor waives all rights against the State of Washington and DSHS for the recovery of damages to the extent they are covered by insurance.

18. **Nondiscrimination.** The Contractor shall comply with all applicable federal, state, and local nondiscrimination laws and regulations.
19. **Notice of Overpayment.** If the Contractor receives a Vendor Overpayment Notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- a. be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
 - b. be sent by certified mail (return receipt) or other manner that proves OFR received the request;
 - c. include a statement as to why the Contractor thinks the notice is incorrect; and
 - d. include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing *within 28 days* of service of a Vendor Overpayment Notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

20. **Obligation to Ensure Health and Safety of DSHS Clients.** The Contractor shall ensure the health and safety of any DSHS client with whom the Contractor has contact in performance of this Contract.
21. **Order of Precedence.** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- a. Applicable federal, state, and local law and regulations;
 - b. The terms and conditions of this Contract; and
 - c. Any Exhibit, document, or material incorporated by reference.
22. **Ownership of Material.** Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "works for hire" as defined by the U.S. Copyright Act of 1976. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which the Contractor uses to perform this Contract, but which is not created for or paid for by DSHS, is owned by the Contractor; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS.

23. **Severability; Conformity.** The provisions of this Contract are severable. If any provision of this

Contract is held invalid by any court, that invalidity shall not affect the other provisions of this Contract and the invalid provision shall be considered modified to conform to existing law.

- 24. Single Audit Act Compliance.** If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance titles and numbers, award names and numbers, award years, if awards are for research and development, as well as names of the federal agencies. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DSHS, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor is a subrecipient and expends \$300,000 or more in federal awards from any and/or all sources in any fiscal year beginning after June 30, 1996, the Contractor shall procure and pay for a single or program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall submit to the DSHS Contact named in this Contract the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

- 25. Subcontracting.** Except as otherwise provided in this Contract, the Contractor may not subcontract any of the contracted services without the prior, written approval of DSHS as reflected in a written amendment to this Contract. The Contractor shall be responsible for the acts and omissions of any Subcontractor.
- 26. Survivability.** The terms and conditions contained in this Contract that by their sense and context are intended to survive the expiration or termination of this Contract shall so survive. Surviving terms include but are not limited to: Confidentiality, Disputes, Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination and Expiration Procedure, Treatment of Assets Purchased by Contractor, and Treatment of DSHS Assets.
- 27. Termination Due to Change in Funding.** If the funds DSHS relied upon to establish this Contract are withdrawn or reduced, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- 28. Termination for Convenience.** DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice.
- 29. Termination for Default.** The Contracting Officer may terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:
- a. Failed to meet or maintain any requirement for contracting with DSHS;
 - b. Failed to ensure the health or safety of any DSHS client with whom the Contractor has contact under this Contract;
 - c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
 - d. Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

- 30. Termination and Expiration Procedure.** The following provisions apply if this Contract terminates or expires:
- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration. If the Contract is terminated, the Contractor shall comply with all instructions contained in the notice of termination.
 - b. The Contractor shall immediately deliver to the DSHS Contact named in this Contract, or to his or her successor, all DSHS assets (property) in the Contractor's possession, including any material created under this Contract. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of DSHS that is in the possession of the Contractor.
 - c. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
 - d. The rights and remedies provided to DSHS in this paragraph are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential damages and incidental damages. The Contractor may request dispute resolution as provided in this Contract.
- 31. Treatment of Assets Purchased by Contractor.** Title to all assets (property) purchased or furnished by the Contractor is vested in the Contractor and DSHS waives all claim of ownership to such property.
- 32. Treatment of DSHS Assets.** Title to all assets (property) purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. The Contractor shall protect, maintain, and insure all DSHS property in the Contractor's possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.
- 33. Waiver of Default.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default and shall not be construed to be a modification of the terms and conditions of this Contract.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL

Statement of Work

1. Purpose.

- a. The Contractor shall do all things necessary in order to develop a strategic plan for victim services in Washington State, with the primary objective of the strategic planning process to develop a document that creates a shared vision for all involved parties, of what victim services should be in Washington State, and sets forth specific goals, objectives and activities toward actualizing that plan.
- b. The Contractor shall be required to do the following activities and tasks as described below.

2. Initial Planning Process

- a. The Contractor shall review the documents below, along with the draft vision, mission, values, goals and objectives developed by the Strategic Plan Steering Committee (Steering Committee), and shall have them reviewed prior to the Contractor's first meeting with the Steering Committee as described in Section 2.b. below.
 - (1) *Strategic Planning Toolkit* created by the National Association of Victims of Crime Act (VOCA) Assistance Administrators (NAVAA) which can be located at www.navaa.org/sp;
 - (2) *Task Force Report on Underserved Victims of Crime* produced by the Office of Crime Victims Advocacy in November 2002; and
 - (3) Washington State Application for NAVAA Training on Strategic Planning.
- b. The Contractor shall schedule a minimum of two (2) meetings with Steering Committee members, within 45 days of the Contract Start Date. Each meeting shall be a minimum of four (4) hours in length, and the Contractor shall be responsible for meeting facilitation and record keeping (minutes, notes, etc.).
- c. The Contractor shall, by the conclusion of the two meetings with the Steering Committee, have accomplished the following:
 - (1) Facilitated the Steering Committee in a discussion of the elements and process for developing and evaluating the state strategic plan.
 - (2) Conducted a thorough review, discussion and editing of the draft vision, mission, values, goals and objectives for the strategic plan.
 - (3) Determined whether an application to the Washington State Institutional Review Board within DSHS is necessary in order to conduct focus groups and gather survey data from crime victims as part of the data gathering process.
 - (4) Facilitated a discussion with the Steering Committee that:
 - (a) Clarifies the respective roles of each Steering Committee member as it relates to the strategic planning process;

- (b) Determines whether any additional individuals should participate on the Steering Committee, and then identifies their roles;
 - (c) Identifies individuals and organizations that should be part of a larger stakeholder group, and then defines the role and purpose of the group;
 - (d) Designs a marketing strategy with respect to the strategic planning process and the plan itself.
- d. The Contractor shall convene a meeting and present a written draft project timeline and plan to the Steering Committee, within 60 days of the Contract start date, and after the conclusion of the meetings with the Steering Committee, as follows:
 - (1) The project timeline and plan shall include proposed benchmark dates for completion of all significant events and products, to be considered deliverables;
 - (2) The plan shall identify all key staff and sub-contractors who shall be working on this project to include their roles and responsibilities; and
 - (3) At the conclusion of the meeting the Contractor shall incorporate any changes or modifications to the timeline and project plan requested by consensus decision of the Steering Committee.

3. Gathering Data

- a. The Contractor shall identify, collect and compile various data by using scientific social data collection and research methods, statistical software, mapping and charting techniques in order to complete an assessment of the current state of crime victimization and crime victim services in Washington State. The Contractor shall consult with steering committee members and others to identify data sources and reliability indicators.
- b. The Contractor shall design a survey instrument that shall gather data relevant to the development and implementation of the strategic plan from one or more of the stakeholder groups listed below. The Contractor shall implement the survey(s) process, tabulate and analyze the results.
 - (1) Crime victims,
 - (2) Crime victim service providers,
 - (3) Prosecutors,
 - (4) Law enforcement, or
 - (5) Other identified stakeholder group(s).
- c. The Contractor shall:
 - (1) Design and conduct a minimum of six (6) and a maximum of ten (10) focus groups with crime victims in order to elicit more precise and in-depth information about the experiences and opinions of crime victims, particularly hard-to-reach victim populations and those for whom services may not, or are not, available.
 - (2) Develop the questions, solicit focus group members and work with community leaders in soliciting participants, facilitate each group, record and compile data generated from each group, and complete an analysis of the data gathered.
 - (3) Incorporate the strategies suggested for focus groups that are outlined in the *Strategic Planning*

Toolkit.

- (4) Ensure confidentiality of identity be provided in writing to each focus group participant. If participants agree, the sessions shall be tape-recorded.
 - (5) Provide snacks, participant mileage, childcare, interpretation, and nominal stipend for focus group participants, if determined by the Contractor to be necessary.
 - (6) Ensure focus groups shall be geographically disbursed throughout the State of Washington, and shall be held at locations that are neutral and easily accessible such as libraries, museums, community centers, etc. Efforts shall be made by Contractor to make the meeting space as appealing and comfortable as possible.
- d. Contractor shall utilize mapping techniques to assist in identifying crime density/crime areas and location of existing victim services programs.

4. Meeting Facilitation and Reports

- a. The Contractor shall convene and facilitate meetings of the larger stakeholder group identified in the initial planning phase of the project, which includes:
 - (1) Scheduling date(s) for stakeholder meeting(s);
 - (2) Sending meeting invitations that include the date, time, location, and purpose/agenda for the meeting(s);
 - (3) Facilitating the meeting(s);
 - (4) Providing a note taker and interpreters; and
 - (5) Providing participants' mileage/airfare, lodging and per diem, snacks, and meals that the Contractor deems are integral to the meeting.
- b. The Contractor shall during the term of this Contract, meet at least monthly with the Steering Committee, to provide an oral briefing on the progress of the plan components and activities. These meetings shall also be an opportunity to gauge the planning process progress and trouble-shoot or problem-solve specific issues. The Contractor shall be responsible for scheduling and facilitating the meetings, and record keeping.
- c. The Contractor shall submit a quarterly written report that summarizes the progress of the plan components and activities during the quarter being reported as follows:
 - (1) The report shall set forth the proposed activities for the upcoming quarter;
 - (2) Summaries shall contain information regarding any real or anticipated problems and notification of any significant deviation from previously agreed upon plans or activities; and
 - (3) DSHS may request other *ad hoc* reports periodically and, if available to the Contractor, the Contractor shall provide the requested reports.

5. Plan Evaluation

The Contractor shall design an evaluation component (logic model) to monitor and track implementation of the state strategic plan.

6. Written Plan and Plan Implementation

- a. The Contractor shall produce a draft and final written strategic plan that are acceptable by DSHS, and shall be submitted within 90 days prior to the expected completion date of the project, and shall at a minimum include the following elements:
 - (1) An executive summary, purpose, and objectives for strategic planning around victim services.
 - (2) Description of the data gathered and processes and analyses used to develop the plan and its components.
 - (3) Vision, Mission, and Values statements for the Washington State Strategic Plan for Crime Victim Services.
 - (4) Specific goals, objectives, action steps and timeline for each goal.
 - (5) Recommendations as to how the plan should be revised and modified over time and identification of the agency/individuals responsible.
 - (6) The evaluation measures for the plan.
 - (7) Methods for initial and periodic marketing of the plan to, the legislature, Governor, the media, and other key stakeholders as examples.
 - (8) Participants in the planning process.
- b. The Contractor shall schedule a minimum of one (1) meeting with the Steering Committee after submission of the draft plan in order to review the draft, and solicit comments and feedback in preparation of the final plan.
- c. The Contractor shall, in consultation with the DSHS Program Manager for this Contract, ensure that the strategic plan developed as a result of this Contract is in alignment with relevant elements of the DSHS/Children's Administration Mission, Vision and Goals.
- d. The Contractor shall, in consultation with the Steering Committee, assist with and facilitate implementing any action steps that can be taken or accomplished during the strategic planning process in effect during the contract period of performance.